

BRITISH SALT

Standard Terms and Conditions of Sale

March 2011

I **DEFINITIONS**

- i) The Company means British Salt Limited.
- ii) The Buyer means the person, firm or company to whom any quotation is addressed or with whom any contract is made.
- iii) The Goods means the goods, services or any part thereof agreed to be provided by the Company to the Buyer
- iv) The Contract means these Conditions together with such documents which form the contract between the Company and the Buyer for the sale of Goods.

2 **CONTRACT AND CONDITIONS**

- i) All quotations given and all contracts made by the Company are subject to these Conditions and all Terms and Conditions referred to by the Buyer or contained in any order, or in correspondence or elsewhere or implied by customs or practice or law or otherwise brought to the notice of the Company are hereby excluded.
- ii) These Conditions may only be varied by agreement in writing between the Parties.

3 **PRICE**

The price of the Goods shall be the Company's current price at the date of despatch and will be subject to Value Added Tax and any other Government duty or applicable tax.

4 **PAYMENT**

- i) Payment shall be made by the Buyer to the Company of the full invoice price by the 20th of the month following the month of despatch or before delivery is required.
- ii) In the case of payment other than by cash, payment shall be deemed not to have been made until any relevant cheque or instrument has been cleared and the proceeds collected by the Company's bank.

5 DELIVERY / RISK

- i) The Company shall, by agreement, deliver the Goods to the destination specified by the Buyer.
- ii) The Company shall endeavour to deliver the Goods within the period specified by the Buyer but the Company shall not be liable for any delay or for any loss or damage caused thereby.
- iii) The risk in the Goods shall pass to the Buyer on delivery.

6 PROPERTY / TITLE

- i) The Goods shall remain the property of the Company until the Company has received from the Buyer payment of the full invoice price.
- ii) Until such payment is forthcoming, the Buyer shall be in possession of the Goods solely as bailee for the Company and shall store the Goods in such a way as to enable them to be identified as the property of the Company and separately from other Goods.
- iii) If the Buyer incorporates the Goods and or sells them on whether in an incorporated state or otherwise, he shall hold the said Goods (incorporated or otherwise) and proceeds of sale in a fiduciary capacity for the Company and keep such proceeds separate from other monies.

7 QUALITY AND PURPOSE

- i) The Goods supplied are warranted to accord with the specification in the Buyer's order or where there is no such specification, to be within normal limits of industrial quality. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded except where such exclusion is prevented by law.
- ii) Any recommendation or suggestion relating to the use of the Goods and made by the Company either in technical literature or by whatsoever means is given in good faith but it is for the Buyer to satisfy himself of the suitability of the Goods for his own particular purpose. All warranties or conditions as to the fitness of the Goods for any particular purpose and any implied warranties or conditions (statutory or otherwise) are excluded except in so far as such exclusion is prevented by law.

8 SALE BY SAMPLE

The parties agree that the Goods are not sold by sample (within the meaning of Section 15 of the Sale of Goods Act 1979), whether or not any samples are provided to the Buyer.

9 LIABILITY

- i) The Company's liability for Goods supplied is limited to replacement of those Goods which fail to meet the warranties or amounts of the Contract provided the Buyer has complied with the notification requirements set out below. The Company's liability, whether in contract, tort, or otherwise, shall not extend to the Buyer's loss of profits, increased costs of working or any other direct, indirect, consequential and/or financial losses.
- ii) The Buyer shall notify the Company
 - a) forthwith for damage to or shortage in the Goods or any part of the Goods which is reasonably apparent on delivery,
 - b) within 3 days of the date of delivery of the Goods for damage to or shortage in the Goods which is not reasonably apparent followed by a claim in writing within 7 days.

10 CANCELLATION / TERMINATION BY THE COMPANY

The Company may without prejudice to any of its rights under common law, cancel or terminate the Contract, stop any Goods in transit, suspend deliveries to the Buyer, suspend performance of the Contract and/or terminate the Contract by notice in writing to the Buyer if:

- i) the Buyer enters into a Deed of Arrangement or commits an act of bankruptcy or compliance with his creditors.
- ii) a receiving order is made against the Buyer or if (being a Company), a resolution is passed for the winding up of the Buyer (otherwise and for the purposes of amalgamation or reconstruction previously approved in writing by the Company).
- iii) an order is made for the appointment of an Administrator to manage the Buyer's affairs, business and/or property.
- iv) a Receiver is appointed of any of the Buyer's assets or undertakings or if circumstances arise which entitle the Court to appoint a Receiver or Manager or which entitle the Court to make a winding up order.
- v) the Buyer suffers any similar action in consequence of debt or

commits any breach of this or any other Contract between the Company and the Buyer.

11 FORCE MAJEURE

The Company shall not be liable for any loss or damage whatsoever caused by a matter beyond the Company's control and may cancel or terminate the Contract with no liability for loss or damage thereby occasioned. Without prejudice to the generality of the above, the following shall be considered causes beyond the Company's control - Act of God, War or threat of War, sabotage, insurrection, civil disturbance, requisition, governmental or parliamentary restriction, prohibitions or enactments of any kind, import or export regulations, strikes, lockouts, trade disputes (whether involving employees of the Buyer or another), difficulties in obtaining labour, fuel, materials, machinery, information data or know-how, breakdown in machinery, fire or accident, inadequate or defective instruction from the Buyer, defaults of the Buyer or any third party.

12 MISCELLANEOUS

If any of these Conditions or any part of one of these Conditions is rendered void by the legislation to which it is subject, it shall be void to that extent and no further. If any of these Conditions or any part of one of these Conditions is rendered unenforceable by the legislation to which it is subject, it shall be unenforceable to the extent that it is not fair or reasonable to allow reliance on such a Condition or part thereof but no further.

13 NOTICES

Any notice given under the Contract shall be in writing and sent by post to the registered or principal office or person to whom it is addressed shall be deemed to have been received in the case of the Buyer having its registered or principal office in the United Kingdom two working days after the date of posting thereof and in the case of the Buyer having its registered principal office outside the United Kingdom, six working days after the date of posting thereof.

14 WAIVER

Failure by the Company to insist upon strict performance of these Conditions shall not be deemed a waiver of any subsequent default hereof.

15 LAW

The Contract shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the jurisdiction of the English Courts.